

S

631.64

L3wgm

1992



FINAL REPORT

WEST GAGNON MINE MAINTENANCE PROJECT

ABANDONED MINE RECLAMATION BUREAU

DSL-AMRB 90-MO5

LOCATED IN

BUTTE URBAN AREA

CORNER OF JACKSON AND WOOLMAN STREETS

SILVER BOW COUNTY, MONTANA

NW4 NE4 NW4 SECTION 13, T3N R8W

JULY 28, 1992

TABLE OF CONTENTS

1.0	Introduction	1
1.1	Site History	1
1.2	Landownership	1
2.0	Project Description	2
2.1	Previous Reclamation Activities	2
2.2	NEED FOR MAINTENANCE WORK	2
2.3	Maintenance Objectives	5
2.4	Success of Maintenance	6
3.0	Chronological Listing of Events	6
3.1	Development of Bid Package	6
3.2	Bidding Procedure	6
3.3	Contract Award	7
3.4	Notice of Award	7
3.5	Notice to Proceed	7
3.6	Construction Start-Up	7
3.7	Payment Request #1	8
3.8	Work Stoppage	8
3.9	Complaints of Non-payment by Suppliers	8
3.10	Contacts with Contractor	9
3.11	Payment of Claims by Bond Company	9
4.0	Project Summary	10
	Appendix A	12
	Appendix B	13
	Appendix C	14

LIST OF FIGURES

Figure 1:	Site Location, West Gagnon Mine Reclamation, Maintenance Project.	3
Figure 2:	Site Diagram, West Gagnon Mine, Butte, Silver Bow County, Montana.	4

**Final Report
West Gagnon Mine Maintenance Project**

1.0 Introduction

1.1 Site History

Located along the Parrot Lode, the Gagnon Mine was one of the early producers in the Butte District. Claims were filed on the Gagnon October 14, 1864. Ore on the 400 foot level of the mine was reported as running as high as 250 ounces of silver to the ton with as high as 15% to 30% copper. Gagnon Mine was part of William Clark's mining empire and the mine supplied ore to the Colorado Smelter starting in 1883. Anaconda Copper Mining Company (A.C.M.) acquired the Gagnon property in 1910 as part of their consolidation of mining properties on the Butte hill. After consolidation of the Butte mines under A.C.M. the Gagnon was connected underground with the Original Mine and the Original Shaft served as the hoist shaft for all A.C.M. mines along that portion of the Parrot Lode. The West Gagnon Shaft was sunk around 1922 and the shafts use was as a ventilation shaft for the consolidated Butte underground workings. The Gagnon was connected by underground levels with the Emma mine in 1925. Gagnon mine was a major producer in its day. The mine is credited with producing 204,806,000 pounds of copper and 16,206,200 ounces of silver. By serving as a ventilation shaft for the Gagnon Mine workings along the Parrot Lode the West Gagnon facilitated this development.

1.2 Landownership

Anaconda Minerals was purchased by Atlantic Richfield Company (ARCO) in 1977. West Gagnon Mine site was part of the property that was transferred to ARCO at that time. Dennis Washington (Washington Construction, Inland Properties, Montana Resources) purchased ARCO's Butte holdings in 1986. In 1987 some of Washington's holding were transferred to a group of English and Australian investors. West Gagnon was part of that transfer. Currently ownership of the West Gagnon Mine is held by:

Montana Mining Properties, Inc.
P.O. Box 605
Butte, MT 59703

Attn: Rob Jordan
Phone: (406) 723-8292



Digitized by the Internet Archive
in 2016

<https://archive.org/details/finalreportwestg1992mont>

2.0 Project Description

2.1 Previous Reclamation Activities

The West Gagnon Maintenance Project was located entirely within the Butte Urban area. Project location is at the corner of Jackson and Woolman Streets. Reclamation work was initiated at the West Gagnon Mine under Phase III of the Butte Shafts Reclamation Project, March through August 1986. At that time headframe footings, and retaining walls were removed and mine waste onsite was hauled to the Syndicate Pit. The Syndicate Pit was being used as a mine waste repository by Anaconda Minerals for dump removals from the Anselmo Mine and other mines on the West Side. The West Gagnon dump material was placed with this other dump material in the Syndicate Pit. 19,406 cubic yards of mine waste dump material was removed from the site. Site was graded and precast concrete shaft covers were placed over the mine shaft. Portions of the regraded area were limed at 15 tons/acre and the entire regraded area was seeded, fertilized and mulched. Only selected areas of the site were limed during reclamation construction in 1986 as most of the waste rock still in place was thought consist of non-sulfide Butte quartz monzonite and not to be acid forming.

The site was evaluated in 1987 and reclamation success was thought to be poor. Additional reclamation activities were conducted at the West Gagnon Mine as a change order to the Butte Shafts Reclamation Project, Phase V reclamation contract. Anaconda Minerals Company had a contractor paid by them veneer the entire site with crushed limestone at the rate of 300 tons/acre. Lime veneer was not part of the DSL-AMRB contract. After the limestone veneer work was completed, the DSL-AMRB reclamation contractor added topsoil, seed and vegetative mulch to the entire site. An asphalt curb was placed around the site in 1987.

2.2 Need for Maintenance Work

Drainage problems plagued the West Gagnon site since completion of reclamation construction. The asphalt curb was breached and water flowing off city streets through the breach had cut erosion channels behind the curb which had caused sediment to plug the storm drain near the site. The problems connected with the breached curb and eroding material behind it were corrected as part of the Butte Shafts Reclamation Project, Phase VI.

Shaft stability considerations that had arisen during the initial reclamation activities had dictated that the concrete collar around the mine shaft remain intact and consequently the precast shaft cover was placed in a horizontal position directly atop this collar. The placement of shaft panels in this manner resulted in over steepened slopes as the area was graded between the shaft and the city street. This steep area on the west side of the site, facing Jackson Street, developed rills and underlying waste dump material was exposed.

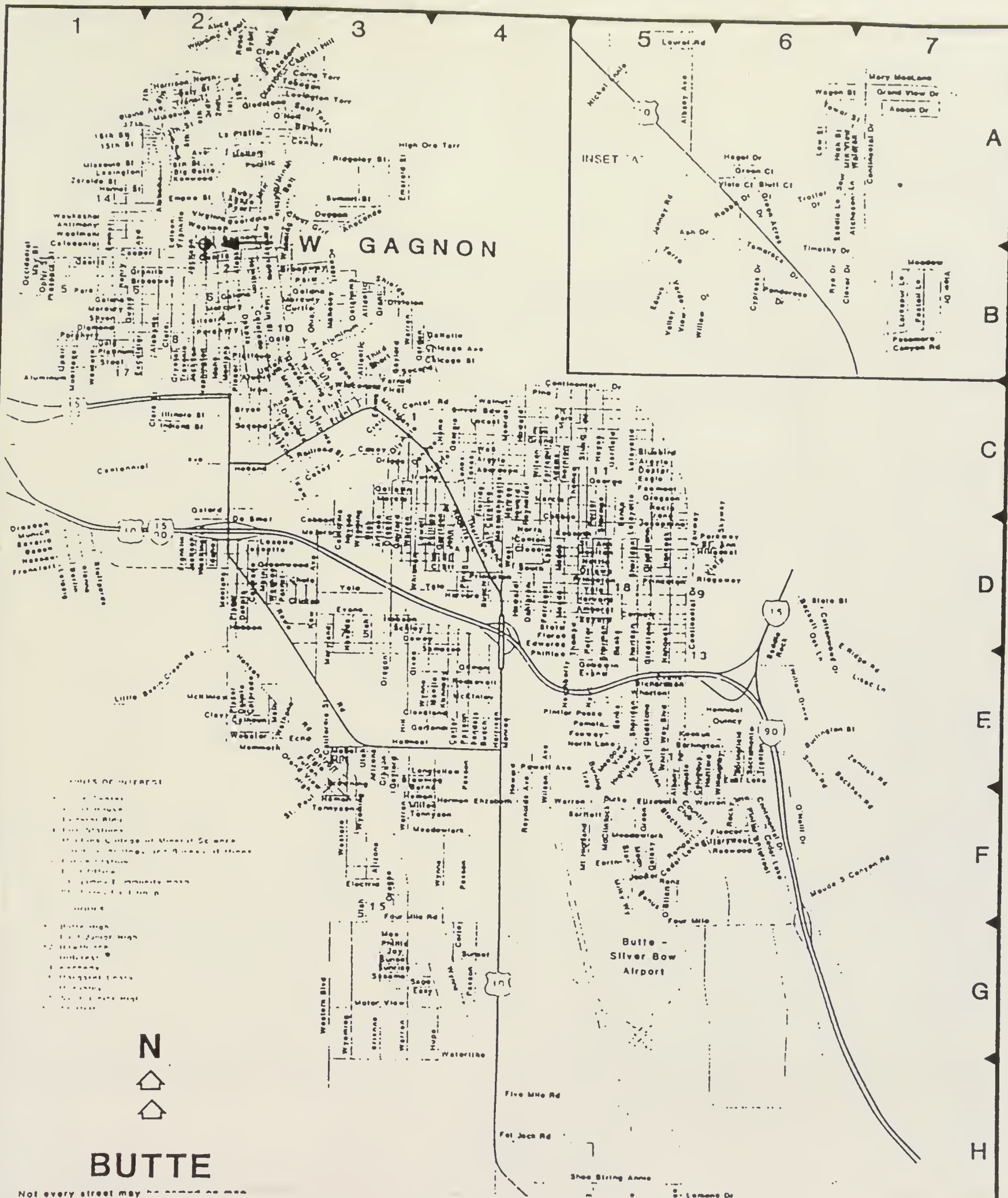


Figure 1: Site Location, West Gagnon Mine Reclamation, Maintenance Project.



Figure 2: Site Diagram, West Gagnon Mine, Butte, Silver Bow County,

Vegetation across the entire site was depressed with bare areas opening up between clumps of vegetation. Grasses did not appear robust and individual plants did not blend together with other individuals to form a solid vegetated mat across the surface. Examination of the coversoil material on the site revealed that the site had been covered with a sandy subsoil material that appeared to be mostly weathered decomposed granite.

2.3 Maintenance Objectives

Maintenance project was developed by staff of DSL-AMRB after consultation with vegetation specialists in the DSL-HRB. Project manager was John Koerth.

Objective of the West Gagnon Mine Maintenance Project was enhancement of vegetation. It was determined that erosion problems on the site could be best addressed by encouraging a stable vigorous plant cover that would hold the cover soil materials on the steep slopes. The limiting factor was determined to be coarse textured soil with low water holding ability and low nutrient capacity. Test plots established by SCS in Butte (Texas Avenue Plots) demonstrated that superior plant performance was achieved by adding manure to the surface prior to seeding.

Enhancement of vegetation was determined to be best accomplished by addition of organic material to the sandy soil material which would then hold water and provide exchange capacity for nutrients. It was thought that as there was vegetation on the site it was not necessary to disturb the entire site by disking and preparing a new seed bed.

Hydromulching with compost material by Pegasus Mining at the Basin Creek Mine had demonstrated that it was possible to add organic amendment to a barren cover material without the need for disking and physical incorporation. A specification was developed to place a 1/2" layer of compost on the surface of the West Gagnon Mine. Prior to placement of compost erosion rills were filled with clean cover soil and the entire site was hydroseeded. Compost material manufactured by EKO Kompost of Missoula, Montana was applied at a rate of 70 cubic yards per acre was applied with a hydromulcher after seeding.

Concerns about erosion rills developing in the area where water was channeled off the steep portions were to be addressed by placing a grass sod, grown from acid tolerant reclamation species, into drainage areas. One inch of water was to be applied to the sod immediately upon placement. Sod and irrigation were not accomplished by the contractor in a timely manner and subsequent examination of the site the next spring after seeding and compost application indicated that these items were no longer necessary and could be deleted from the contract.

2.4 Success of Maintenance

Site is vegetated with a vigorous stand of grass with some invasion of forbs. Bare areas are only noted in areas such as pedestrian pathways across the site where constant human impact is depressing growth. Erosion on the site has stopped and slopes where rills were formerly noted now appear to be growing stable vegetation. Site is readily distinguished at a distance as the green growth contrasts with the urban neighborhood. Site should continue to be monitored to determine the long term viability of this treatment method.

3.0 Chronological Listing of Events

3.1 Development of Bid Package

The breach in the asphalt curb which had allowed storm water to be directed onto the West Gagnon site was corrected by Skinner Enterprises as part of the Butte Shafts Phase VI contract. This work was constructed during July 1990. August 17, 1990, Dennis Casey, Gary Amestoy, John North and John Koerth conducted a windshield tour of Butte Reclamation Projects. Casey and Amestoy both expressed the opinion that West Gagnon site did not look as good as comparable ARCO reclamation work. September 14, 1990 site was visited with Pat Plantenberg, DSL-HRB. Site visit was made after a review of Texas Avenue plots which had shown that organic amendment was most successful treatment for non-toxic Butte cover soils. Alternatives adding organic amendment to site were reviewed and preferred option of hydromulch application discussed. Hydromulch application was preferred as Northside Neighborhood Association had planted many trees and shrubs on the site and tillage of entire surface would have removed existing vegetation and damaged these woody species plantings.

Consultation was conducted with Vanita Shea, a Northside Neighborhood Association member who is a BLM range technician. Ms. Shea agreed with the approach of adding organic amendment and also was in agreement on the choice of species to be used in seed mix. Ms. Shea pointed out that the Neighborhood Association had planted many trees on the mine site and was concerned that they not be damaged during the project.

Cost estimations were developed for project based on supplier costs and estimates of equipment and labor hours. November 2, 1990, Larry Marshall, Abandoned Mine Reclamation Bureau Chief gave the go ahead to develop bid documents and bid the project.

3.2 Bidding Procedure

As the estimated cost of this project was less than \$15,000 the formal bidding procedures were by-passed. Local contractors with hydromulcher equipment in Butte area and Helena were telephoned and asked if they were interested in receiving bid document for this project. Contractors who replied to

the affirmative were sent copies of the bid documents and asked to submit a bid. Bid documents were sent to:

<u>CONTRACTOR</u>	<u>AMOUNT OF BID</u>
Grassland P.O. Box 6198 Helena, MT 59601	No bid
Scott Construction P.O. Box 777 Helena, MT 59635	No bid received
Booth Landscaping 500 Continental Drive Butte, MT 59701	No bid received
Joe Jordan P.O. Box 577 Anaconda, MT 59711	No bid received
Gilman Excavating 3105 Kossuth Butte, Mt 59701	No bid received
Swan And Sons, Inc. Pt. 1, Box 111 Anaconda, MT 59711	\$12,920.00

3.3 Contract Award

Bids were opened on November 7, 1990. Swan and Sons, Inc was the only bidder.

3.4 Notice of Award

Notice of Award was sent to Swan and Sons, Inc on November 13, 1990.

3.5 Notice to Proceed

Bonds and Insurance was submitted by Contractor and Notice to Proceed was issued on November 19, 1990.

3.6 Construction Start-Up

Work by the Contractor was initiated on Friday, November 23, 1990, The start date was the day after Thanksgiving and a State Holiday and there was no

inspector on the site. Contractor spread topsoil on erosion rills, seeded the site and mobilized supplies to the site.

Susan McAnally, DSL-AMRB, inspected the job site on Monday, November 26, 1990. Contractor was applying compost with hydromulcher and in the process some mulch was sprayed on buildings and an automobile. Roger Gordon, MSE Inc. was asked to inspect the site after complaints were filed at the Butte EPA office by residents who objected to the hydromulch procedure and the contractor working in their neighborhood. Roger Gordon, and MSE employee familiar with reclamation construction was asked to visit the site after complaint were received. Roger Gordon reported that the Contractor was doing an adequate job of applying the mulch materials and was doing an adequate job of keeping the spray under control. Contractor successfully spread 1/2" inch of compost material over the site with hydromulch equipment.

3.7 Payment Request #1

Contractor completed bid items for mobilization, filling of erosion rills, seeding, fertilizer and application of compost. Work Directive #1 and Change Order #1 were negotiated with the contractor after it became apparent that bulk delivery of compost material to a residential neighborhood would create offsite impacts due to bulk storage in a limited area. Change Order #1 allowed the contractor to be paid for more expensive bagged compost material which could be more easily contained. Direct invoice plus freight and a application fee were agreed as the method to used for payment. Payment Request #1 reflected this Change Order and was approved by DSL on January 2, 1991. See appendix for copies of Work Directives, Change Orders and Payment Requests.

3.8 Work Stoppage

Sod and irrigation contract items were not installed as the sod supplier was not able to cut sod due to frozen conditions at the sod-farm. Contractor was notified on December 20, 1990 that project was considered to be in winter shut down and that 20 days remained on contract. Due to complaints that had arisen about the Contractor working without State inspectors being on site the Contractor was asked to inform DSL five days prior to start-up in spring of 1991 so as to allow DSL-AMRB time to arrange for inspection.

3.9 Complaints of Non-payment by Suppliers

April 1, 1991, representatives from EKO-Kompost called DSL to complain that they had not yet been paid for the compost material that they had supplied to Swan and Sons, Inc. for the West Gagnon Maintenance Project.

April 12, 1991, EKO-Kompost filed a formal Notice of Action on Bond with DSL due to non-payment for materials.

April 25, 1991, EKO-Kompost filed an amended Notice of Action on Bond with DSL.

April 24, Laborers AGC Trust and Teamsters-Contractors/Employers Trust filed Notice of Action on Bond due to non-payment of benefits of employees.

Telephone contact with Don Becker, Treasure State Seed, revealed that this supplier had also not been paid.

3.10 Contacts with Contractor

May 15, 1991, Contractor notified by DSL-AMRB that Sod Material was available from supplier and that contract time would begin to run as it was now possible to complete project. Contractor given 20 days to complete project and told that if project was not completed by May 31, 1991 contract would be canceled.

July 11, 1991, Contractor was notified by Certified Letter that Contract was terminated and that bond holder would be contacted about obligations to pay suppliers.

May 20, 1992, Contractor was notified by Certified Letter that balance of performance surety monies (10% retainage from Payment Request #1) would be delivered to MCA Insurance. Change Order #2, final rectification of quantities, which formally deleted sod and irrigation bid items was sent to Contractor with this letter.

3.11 Payment of Claims by Bond Company

June 4, 1991, list of claims and potential claims telefaxed to Karen Task, MCA Insurance at Cogswell Agency in Great Falls, Montana.

July 11, 1991, MCA Insurance was notified by letter that as bond holder for Swan and Sons (Bond B140360) they should be aware that Swan's contract was formally terminated and that there were unpaid claims owed to suppliers.

July 18, 1991, MCA Insurance notifies DSL that Proof of Claims forms had been sent to each claimant.

July 19, 1991, Teamsters/Employers Trust and Laborers-AGC Trust sign release against contractors bond.

July 26, 1991, EKO-Kompost signs release indicating that they had been paid for materials.

August 27, 1991, Treasure State Seeds signs release indicating that they had been paid for materials.

April 22, 1992, MCA Insurance requests balance of unpaid funds due contractor (10% retainage of payment request #1) be paid over to MCA Insurance.

June 29, 1992, MCA Insurance paid \$1,085.90 by DSL.

4.0 Project Summary

Maintenance at the West Gagnon Mine site was performed in order to correct erosion problems that were resulting from lack of plant vigor and the failure of vegetation on the site to stabilize the regraded and coversoiled area. Review of previous plant establishment studies in the Butte area revealed that incorporation of organic material to non-toxic cover soil was a successful treatment. Project was designed to add organic amendment to the soil that would act to slowly release plant nutrients, hold soil moisture, and add cation exchange capability to the soil.

As the project was being developed concerns were raised by the Northside Neighborhood Association that trees and shrubs that the Association had planted in the site not be disturbed. When this information was combined with technical concerns about tilling the shallow coversoil while not disturbing the underlying limestone veneer it was decided to add EKO-Kompost to the surface as a hydromulch treatment. EKO-Kompost is distributed as a organic fertilizer soil amendment and the product is formulated from municipal sewage waste and wood product waste. Previous application of EKO-Kompost with hydromulcher equipment had been determined to be successful by Pegasus Mining Corporation at the Basin Creek Mine. It is thought that EKO-Kompost would act to slowly release plant nutrients, add water holding ability and increase cation exchange capacity. Specifications were developed to add chemical fertilizer at the time of application to provide an immediate source of plant nutrients.

Project was started by the Contractor on a State Holiday and there was no representative of the State on site during part of the construction. This proved to be a problems as there were complaints from area residents about compost material sprayed onto automobiles and buildings. When these complaints were investigated it was found that they were largely unfounded but that the contractor did pay one resident to have his car cleaned. On site inspection by State Employees would have likely prevented some of these complaints.

Contract was originally set up for bulk delivery of compost material. This provision of the contract was changed by mutual agreement with the contractor to allow use of more expensive packaged compost. Change was necessary to lessen impacts to the neighborhood surrounding the West Gagnon as the packaged material would not blow around and would not need to be stored in piles placed in the city streets. This change was formalized in Change Order #1.

The steep area between the top of the mine shaft cover and Jackson Street was originally designed to receive sod materials that were grown from acid tolerant reclamation species. This sod material was specified as this area showed the most

severe erosion problems and there were concerns about plant establishment on the steep slopes. The Contractor ran into delivery problems with the sod supplier due to the late fall timing of the project. The sod supplier was not able to cut sod after the ground froze. Sod was to be placed in the Spring after a period of winter shutdown. Prior to placement of the sod the Contractor defaulted on the contract and the sod material was never placed on the site. Change Order #2 formally eliminated sod and associated irrigation from the project.

Periodic review of the plant establishment on the steep slope area during the Spring and Summer of 1991 showed that plant establishment was satisfactory and that the steep area was stable. These reviews showed that the entire West Gagnon site was one of the greenest spots in Butte during 1991. Inspection in Summer 1992 indicated that the site exhibited vigorous growth.

The West Gagnon Reclamation Project was complicated by the business failure of the Contractor during the contract period. DSL-AMRB was protected by the requirement that Contracts are awarded contingent upon the contractor supplying Material and Payment bonds. Claims against the Swan and Sons, Inc. bond were filed by suppliers and these claims were eventually paid by MCA Insurance who was the bond holder. Bond Company received monies withheld as retainage from Payment Request #1.

Preliminary monitoring and inspection of the West Gagnon site indicates that the application of compost material with a hydromulcher is successful method of fertilizing reclamation projects that are exhibiting a lack of plant vigor. Site should continue to be monitored to evaluate the long term success of this treatment.

Appendix A

Bid Package and Specifications

INVITATION FOR BID
DEPARTMENT OF STATE LANDS
WEST GAGNON (gone-yea) MAINTENANCE PROJECT
ABANDONED MINE RECLAMATION BUREAU
DSL-AMRB 90-MO5

Sealed bids to be opened 2:00 P.M. on Wednesday November 7, 1990

Department of State Lands, Abandoned Mine Reclamation Bureau is soliciting proposals to provide maintenance work and vegetation enhancement for the West Gagnon minesite located in Butte, Montana. West Gagnon minesite is located in a residential area in urban Butte at the corner of Jackson and Woolman Streets. Site is in a neighborhood with an active neighborhood association which has previously planted trees on the site. Trees must be protected during the work.

Proposal is for work that will correct erosion problems that have developed since completion of reclamation. Object is to fill erosion channels with clean fill material, hydromulch entire site with a half inch thick layer of organic fertilizer/compost, place sod over area where erosion channels have developed, provide irrigation for sod, and seed entire site. Site is approximately 1.5 acres. Proposal is for one 30 day general contract. See attached specifications for details.

PROPOSAL

ITEMS:	UNIT	UNIT PRICE	PRICE
Mobilization bonding and insurance.	Lump sum	XXX	<u>2,000⁰⁰</u>
Provide and Place coversoil in erosion channels.	20 CY	<u>22⁰⁰ / CY</u>	<u>440⁰⁰</u>
Broadcast seed. 1.5 ACRE	Lump sum	XXX	<u>480⁰⁰</u>
Hydromulch with compost @ 70 CY/Acre	1.5 acres	<u>2667⁰⁰ / Acre</u>	<u>4,000⁵⁰</u>
Provide and Place Reclamation Sod.	16,000 SF	<u>0.30 / SF</u>	<u>4,800⁰⁰</u>
Provide Irrigation, 10,000 gal.	Lump sum	XXX	<u>1,200⁰⁰</u>
		TOTAL	<u>12,920⁵⁰</u>

(PRICE IN WORDS)

TWELVE THOUSAND, NINE HUNDRED AND
TWENTY DOLLARS AND FIFTY CENTS.

PROPOSAL (CONT)

Bids shall be accompanied by bid security meeting the requirements of the State of Montana in the amount of 10% of the total bid. Successful Bidder will furnish an approved Performance Bond and Labor and Materials Payment Bond, each in the amount of 100% of the Contract.

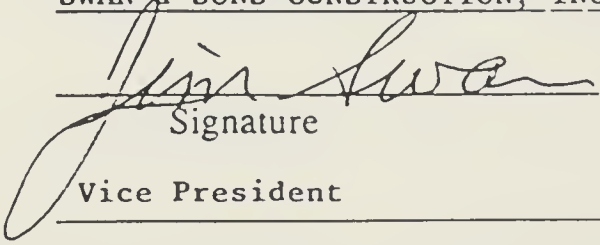
The Contractor shall comply with all fair labor practices and must meet the requirements of State and Federal statutes.

Each Bidder will be required to have a current Montana Public Contractor's License. Sub-contractors for work over \$5,000 shall also be the holder of a Montana Public Contractor's License in the proper classification.

No bidder may withdraw his bid for at least 30 days after the scheduled time for receipt of Bids. Bids may be held for a period not to exceed 30 days from the date of the Bid opening for the purpose of reviewing the Bids and investigating the qualifications of the Bidder prior to award of the Contract.

The Owner reserves the right to reject any or all bids, and to waive any irregularities or informalities in the bidding.

Firm Name: SWAN & SONS CONSTRUCTION, INC.

By: 
Signature

Title: Vice President

Business Address: Route 1, Box 111

Anaconda, Mt. 59711

Montana Contractor's License No.: 2732-A

Telephone No.: (406) 797-3213

SPECIFICATIONS:

INSURANCE

Proof of insurance coverage shall be filed with the Owner. All policies shall be issued by insurance companies authorized to conduct such business under state law.

Workers' Compensation. The Contractor shall maintain Workers' Compensation Insurance.

Commercial General Liability Insurance. The Contractor shall provide Commercial General Liability Insurance with an aggregate limit of \$2,000,000 and an occurrence limit of \$1,000,000 and a products and completed operations limit of \$2,000,000. The policy shall provide coverage on an occurrence basis and not a claims made basis. Additional insured parties on this policy shall include all landowners on the Landowner/Contact List in the Contract Documents and the local county or counties where work is performed.

Separate Owners' and Contractors' Protective Policy. A separate Owners' and Contractors' Protective (OCP) policy shall be required of the Contractor. The policy shall have a bodily injury/property damage limit of \$1,000,000 with an aggregate limit of \$2,000,000.

The policy shall name as insured parties the U.S. Department of Interior Office of Surface Mining, the Montana Department of State Lands (owner and engineer), and all officers, agents, and employees of same. The policy must contain an agreement on the part of the insurer waiving all rights to raise defense of immunity from suit.

Automobile. The Contractor shall carry automobile liability insurance with a combined limit of \$1,000,000.

Fire Insurance with Extended Coverage. The Contractor shall maintain All Risk on any structures involved in this work.

This insurance shall be for the total insurable value thereof, including labor for the project and for temporary facilities of the project; material incorporated in the project, in the temporary facilities of the project; and for material stored immediately adjacent to the new work.

This insurance shall protect, within the scope outlined above, the interest of the Contractor, Owner, and Subcontractor.

Cancellation. All certificates shall contain a provision that coverage provided by the policies will not be canceled without at least 30 days prior written notice to the Owner.

PERFORMANCE AND OTHER BONDS

Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by law or regulation or by the Contract Documents. All bonds shall be in the forms prescribed by law or regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act.

If the surety on any bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1, Contractor shall within 5 days thereafter substitute another bond and surety, both of which must be acceptable to Owner.

COVERSOIL

Coversoil shall be from an approved source.

SEED MIX

4#/Acre Black medic
4#/Acre Siberian Wheatgrass
4#/Acre Canada Bluegrass (Reubens)

ORGANIC FERTILIZER COMPOST

Organic fertilizer Compost shall as provided by Eko Kompost, Missoula, Montana, or approved equivalent. Organic fertilizer Compost shall be hydromulched across the entire site to a depth of one-half inch.

RECLAMATION SOD

Reclamation sod shall be that grown by Gallatin Valley Sod, or approved equivalent. Sod species shall be "Reubens" Canada bluegrass and/or "Covar" sheep fescue. Sod shall be cut 1.5 inches thick.

PROVIDE IRRIGATION

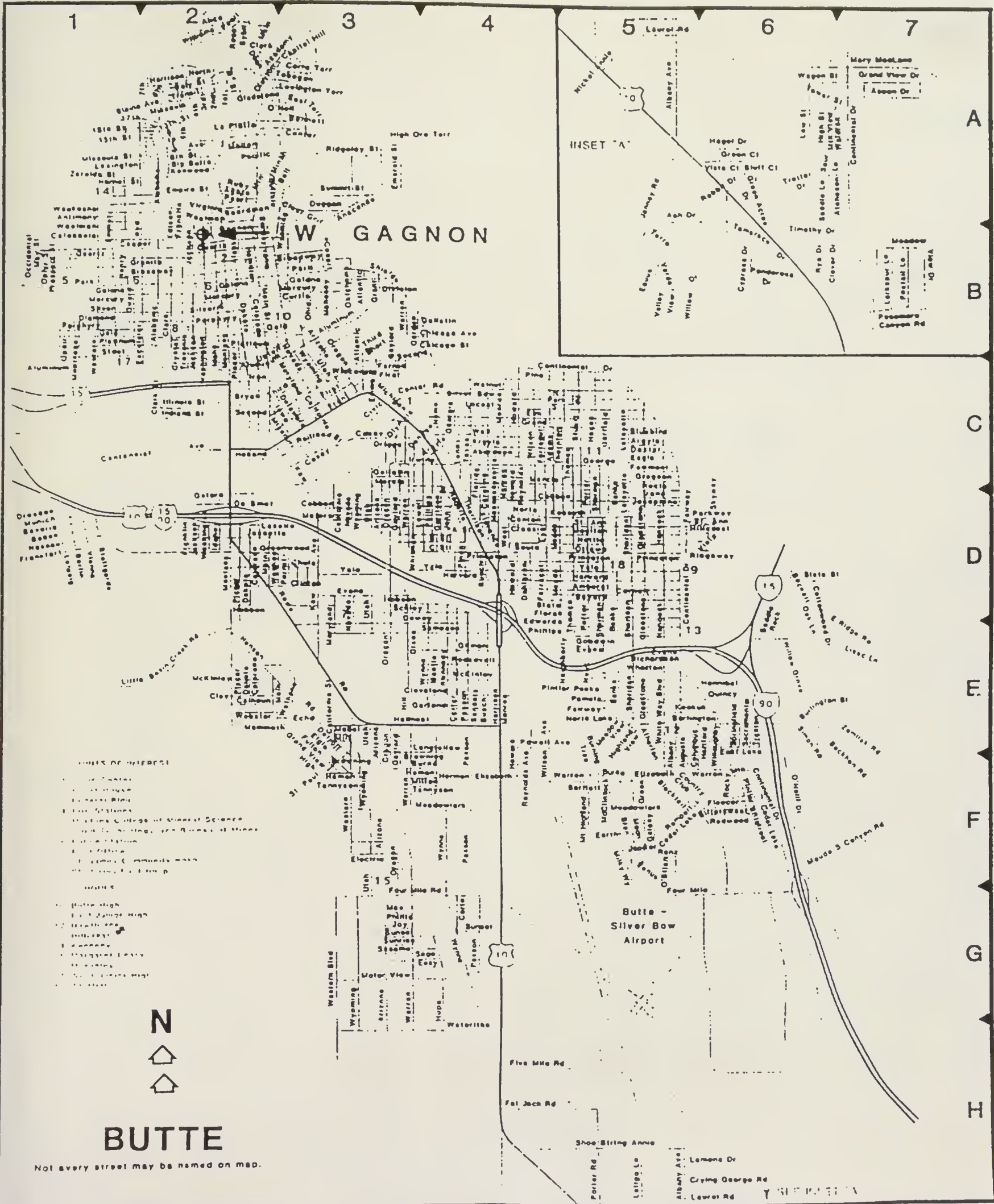
Sod shall be watered immediately after placement. One inch of water shall be provided to the entire sodded surface. Water must be clean and contain no substances deleterious to plant growth.

Landowner/Contact List

West Gagnon Maintenance Project
DSL-AMRB 90-M05
Silver Bow County, Montana

Montana Mining Properties, Inc.
P.O. Box 605
Butte, MT 59703

Attn: Rob Jordan
Phone: 406-723-8292



1

2

3

4

5

6

7

A

B

C

D

E

F

G

H

INSET "A"

- POINTS OF INTEREST
- 1. City Center
 - 2. Downtown
 - 3. Historic Sites
 - 4. State Capitol
 - 5. State College of Mineral Science
 - 6. State College of Forestry
 - 7. State College of Agriculture
 - 8. State College of Business
 - 9. State College of Engineering
 - 10. State College of Medicine
 - 11. State College of Law
 - 12. State College of Pharmacy
 - 13. State College of Dentistry
 - 14. State College of Nursing
 - 15. State College of Education
 - 16. State College of Social Work
 - 17. State College of Public Health
 - 18. State College of Physical Education
 - 19. State College of Music
 - 20. State College of Art
 - 21. State College of Architecture
 - 22. State College of Design
 - 23. State College of Fashion
 - 24. State College of Culinary Arts
 - 25. State College of Hospitality
 - 26. State College of Tourism
 - 27. State College of Travel
 - 28. State College of Transportation
 - 29. State College of Logistics
 - 30. State College of Supply
 - 31. State College of Procurement
 - 32. State College of Contracting
 - 33. State College of Construction
 - 34. State College of Manufacturing
 - 35. State College of Distribution
 - 36. State College of Retail
 - 37. State College of Wholesale
 - 38. State College of Import
 - 39. State College of Export
 - 40. State College of Trade
 - 41. State College of Commerce
 - 42. State College of Industry
 - 43. State College of Labor
 - 44. State College of Management
 - 45. State College of Administration
 - 46. State College of Finance
 - 47. State College of Banking
 - 48. State College of Insurance
 - 49. State College of Real Estate
 - 50. State College of Law



BUTTE

Not every street may be named on map.

15

90

15

Shoe String Anne

Lemans Dr
Crying George Rd
Lemans Rd

Y. S. M. P. S. S. A.



Addendum to Specifications for West Gagnon Maintenance Project

PREFERENCE FOR MONTANA LABOR

Contractor shall give preference for Montana Labor as defined in 18-2-403, 409, MCA.

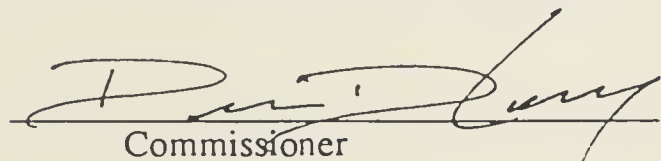
PREFERENCE FOR MONTANA MADE GOODS

Contractor shall give preference for Montana made goods as defined in 18-2-112, MCA.

EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall provide Equal Employment Opportunity to employees as contained in 49-3-207, MCA.

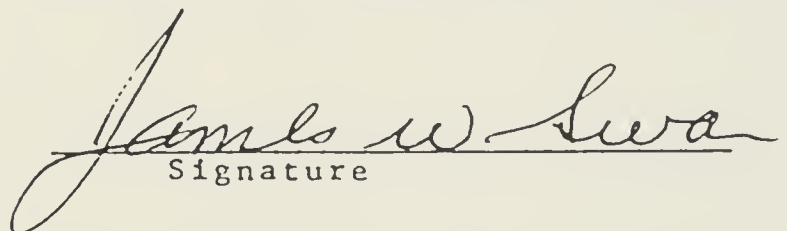
STATE OF MONTANA
DEPARTMENT OF STATE LANDS


Commissioner

11/19/90

Date

SWAN AND SONS CONSTRUCTION, INC.


Signature

11/19/90

Date

Appendix B

Change Order #1
Payment Request #1
Change Order #2

NOTICE OF AWARD

TO: Swan and Sons, Inc. DATE: November 13, 1990
Route 1 Box 111 PROJECT: West Gagnon Maintenance
Anaconda, MT 59711 DSL-AMRB: 90-M05

PROJECT DESCRIPTION: Maintenance and vegetation enhancement for
West Gagnon minesite in Butte, MT. Work will correct erosion
problems that developed since completion of reclamation.

The Owner has considered the Bid submitted by you for the above-described Work in response to its Invitation for Bid dated November 7, 1990 and Instructions to Bidders.

You are hereby notified that your bid has been accepted for items in the amount of \$ 12, 920.50.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractor's certificate of insurance within 10 calendar days from the date of this Notice to you.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated 13th day of November, 1990.

OWNER DEPARTMENT OF STATE LANDS

By: [Signature]
Title: Bureau Chief, AMRB

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this 13 day of NOV, 1990.

CONTRACTOR:

By: [Signature]
Title: [Signature]

2.7 NOTICE TO PROCEED

TO: Swan & Sons Construction, Inc Date: 11/19/90
Rt 1 Box 111 Project: West Gagnon Maintenance
Anaconda, MT 59711 DSL - AMRB 90-M05

You are hereby notified to commence Work in accordance with the Agreement, dated Nov. 19, 1990 no later than November 20, 1990, and you are to complete the Work within 30 consecutive calendar days thereafter. The date of completion of all Work is, therefore, Dec. 19, 1990.

OWNER: DEPARTMENT OF STATE LANDS

By: Larry Mantell
Title: Bureau Chief

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged this ____ day of ____, 19__.

CONTRACTOR

By: John Swan
Title: VP Pres

AGREEMENT

RECEIVED

NOV 19 1990

STATE OF MONTANA
DEPARTMENT OF STATE LANDS

STATE LANDS

FORM OF AGREEMENT BETWEEN CONTRACTOR AND OWNER

This Agreement made on November 13, 1990, between Swan and Sons Incorporated, hereinafter called the "Contractor", and the STATE OF MONTANA, acting by and through the Commissioner DEPARTMENT OF STATE LANDS, hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor shall furnish all the materials and perform all of the work for the entire portion of the Contract as shown on the Drawings and described in the Specifications entitled West Gagnon Maintenance Project, Mont AVE or DSL-AMRB 90-M05, and shall do everything required by the Contract Documents.

ARTICLE 2. TIME OF COMPLETION

The work to be performed under this Contract shall be commenced on or before a date set forth by the Owner in a written "Notice to Proceed" and shall be completed within 30 calendar days.

Liquidated damages are Four Hundred Dollars (\$400.00) per calendar day.

ARTICLE 3. THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided, in current funds as follows:

Twelve Thousand nine hundred twenty dollars and fifty cents

(\$12,920.50)

ARTICLE 4. PROGRESS PAYMENTS

The Owner shall make payments on account of the Contract as follows: 90% of the value, based on the Contract prices of labor and materials incorporated in the work and of materials suitably stored at the project site or at some other location agreed upon in writing, up to the last day of the month, less the aggregate of the previous payments.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due 30 days after completion and acceptance of the work, provided the work is fully completed and the Contract is fully performed. Upon receipt of written notice that the work is ready for final inspection and acceptance, the Owner shall promptly make his inspection; and when he finds the work acceptable under the Contract and the Contract fully performed, he shall promptly issue a final certificate, over his own signature, stating the work provided for in this Contract has been completed and is acceptable by him under its terms and conditions and that the entire balance found to be due the Contractor and noted in the final certificate is due and payable.

Before issuance of a final certificate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, materials bills, and other indebtedness connected with the work have been paid. If the work has been substantially completed and the Owner certifies that full completion thereof is materially delayed through no fault of the Contractor, the Owner shall, without terminating the Contract, make payment of the balance due for the portion of the work fully completed and accepted. Payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6. NO DAMAGES FOR DELAY - OTHER CONTRACTORS

It shall be the affirmative duty of each and every Contractor on the project to cooperate and coordinate the scheduling and progress of its work with that of all other Contractors. Under no circumstances shall the State of Montana be liable for any damages for delay caused by the acts or omissions of another Contractor, and each Contractor expressly consents to suit by other Contractors for each and every claim for delay by said Contractors performing work on the aforementioned project. It is further stipulated and agreed that the terms of this provision shall govern over any other Contract document as defined in Article 7, infra.

ARTICLE 7. THE CONTRACT DOCUMENTS

The Bid Documents, together with this Agreement, form the Contract; and they are as totally a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of the Bid Documents:

Invitation for Bid, Instructions to Bidders, Proposal, Bid Bond, Certification of Nonsegregated Facilities, Notice of Award, Performance Bond, Labor and Material Bond, Consent of Surety, Notice to Proceed, Work Directive Change, Change Order, Affidavit on Behalf of Contractor, Approval of Subcontractors, Substitution Request Form, Schedule of Values, Payment Request, Contractor's Certificate of Completion, Certificate of Substantial Completion, General Conditions, Supplementary Conditions, Special Provisions, Technical Specifications, Drawings, and Wage Rates.

ARTICLE 8. STANDARD PREVAILING RATE OF WAGES AND PREFERENCE OF MONTANA LABOR

The Contractor and Subcontractors shall pay the current Montana Prevailing Wage Rates, including fringe benefits for health and welfare and pension contributions and travel allowance provisions in effect and applicable to the county or locality in which the work is being performed. These prevailing wage rates will be in accordance with the most current determination including applicable modifications and will be attached to the Specifications and are incorporated herein.

ARTICLE 9. VENUE

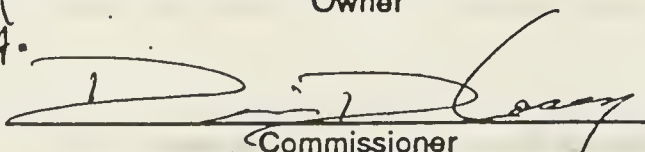
In the event of litigation concerning the Contract, venue shall be the First Judicial District in and for the County of Lewis and Clark, Montana, and the agreement shall be interpreted according to the laws of Montana.

WHEREOF the parties hereto have executed this Agreement, the day and year first above written.

STATE OF MONTANA
DEPARTMENT OF STATE LANDS

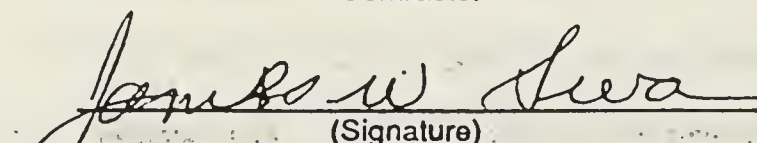
Owner

SM
HA


Commissioner

SWAN & SONS CONSTRUCTION, INC.

Contractor


(Signature)

James W. Swan, Vice President

(Typed/Printed Name and Title)

11-19-90
Date

November 13, 1990

Date

WORK DIRECTIVE CHANGE

(Instructions on Reverse Side)

No. 1

PROJECT: West Gagnon Maintenance DATE OF ISSUANCE: 12/10/90

CONTRACTOR: Swan & Sons, Inc.
(Name, Route 1 Box 111
Address) Anaconda, MT 59711

OWNER: Montana Dept. of State Lands
Abandoned Mine REclamation Bureau

MONT A/E or DSL-AMRB: 90-M05

CONTRACT FOR: Hardrock Maintenance ENGINEER: Abandoned Mine Reclamation Bureau
Contact: John Koerth

You are directed to proceed promptly with the following change(s):

Description: Hydromulch site with organic fertilizer compost delivered to site in palletted bags, instead of bulk shipment. Original cost was \$2667/acre x 1.5 acres = \$4000; revised cost invoiced cost of mulch \$5439 + \$500 freight + \$2000 application = \$7939.00. Therefore,

Purpose of Work Directive Change: \$7939 - \$4000 = \$3939.00 additional.

Bagged compost allows material to be contained on site; reduced offsite impacts from bulk material stored in residential area.

Attachments: (list documents supporting change)

Invoice from Ekocompost; bill of lading for freight.

If a claim is made that the above change(s) have affected Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:

☐ Time and Materials

☐ Unit Prices

☒ Cost Plus Fixed Fee

☐ Other _____

Method of determining change in Contract Time:

☐ Contractor's Records

☐ Engineer's Records

☐ Other _____

Estimated increase (decrease) in Contract Price: \$ 3939.00 ----- If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Time: -0- days. If the change involves an increase, the estimated time is not to be exceeded without further authorization.

RECOMMENDED: Department of State Lands AUTHORIZED: Department of State Lands

By John Koerth
Engineer

By Larry Marshall
Owner

ACCEPTED: SWAN & SONS CONSTRUCTION, INC.

By Jim Swan
Jim Swan Contractor
12/17/90

CHANGE ORDER

ORDER NO: 1

PROJECT TITLE: West Gagnon Maintenance

MONT AVE or DSL-AMRB: 90-M05

CONTRACT DATE: November 13, 1990

OWNER: Montana Dept. State Lands, Abandoned Mine Reclamation Bureau

CONTRACTOR: Swan & Sons, Inc.

Change Orders must be accompanied by an itemized cost breakdown. You are hereby requested to comply with the following changes from the Contract Documents. (Show separate costs for materials, labor, equipment, and miscellaneous. Show percent where applicable.)

ITEM NO.	DESCRIPTION OF CHANGES - ESTIMATED QUANTITIES & UNITS	COST OF CHANGES					TOTAL COST
		MATLS.	LABOR	EQUIP.	MISC.	TOTAL UNIT COST	
1	(Deduct-Hydromulch with compost @ 70 CY/Acre x 1.5 acre)						(-4000)
2	Hydromulch application of compost (lump sum)		2000				2000
3	Invoice cost of bagged compost	5439					5439
4	Freight				500		500
TOTAL COST - MATERIALS, LABOR, EQUIPMENT & MISC.						3939	
OVERHEAD & PROFIT @ _____ %						0	
GRAND TOTAL - THIS CHANGE ORDER						3939	

Original Contract Price	<u>12,920</u>
Current Contract Price Adjusted by Previous Change Order	<u>12,920</u>
Cost this Change Order (+ or -)	<u>+3,939</u>
New Contract Price including this Change Order	<u>16,859</u>

910029-01

The completion date as set forth in the Contract Documents shall be (unchanged, ~~increased or decreased~~) by 0 calendar days.

The date for completion of all work will be 20 days after contractor resumes work after winter shut down

Description and Justification for Change:

1.

Hydromulch site with organic fertilizer compost delivered to site in palletted bags instead of bulk shipment. Bagged organic fertilizer compost allows organic fertilizer compost to be contained on site during storage and application thereby reducing offsite impacts from bulk material in residential area.

See Work Directive Change #1

SURETY CONSENT

The Surety hereby consents to the aforementioned Contract Change Order and agrees that its bond or bonds shall apply and extend to the Contract as thereby modified or amended per this Change Order. The Principal and the Surety further agree that on or after execution of this consent, the penalty of the applicable Performance Bonds or Bonds is hereby increased by \$_____ (100% of the Change Order amount) and the penalty of the applicable Labor and Material Bond or Bonds is hereby increased by \$_____ (100% of the Change Order amount).

COUNTERSIGNED BY MONTANA
RESIDENT AGENT

SURETY

_____		By: _____
Recommended by:	<u>John Koerth - Project Manager</u>	Seal <u>12/20/90</u> Date
Accepted by:	<u>Jerry Swann</u> Contractor	<u>12/27/90</u> Date
Approved by:	<u>Larry Marshall</u> Owner	<u>1/2/91</u> Date

PAYMENT REQUEST NO. 1

FROM 11-19-90 TO 11-29-90

PROJECT TITLE: West Gagnon Maintenance

LOCATION: Butte, Silver Bow Co., Mont MONT A/E or DSL-AMRB: 90-M05

NAME OF CONTRACTOR: Swan & Sons, Inc.

ADDRESS: Route 1, Box 111, Anaconda, Montana 59711

SUMMARY OF PROJECT STATUS

Amount of Original Contract \$ 12,920
Change Order No. 1 \$ +3939
Change Order No. \$
Change Order No. \$
Amount of Approved Change Order(s) \$ 3939
TOTAL CONTRACT AMOUNT \$ 16,859

Pay Request No.	Amount of Request
1	\$9,675.37

Total Contract Amount Completed to Date \$ 10,859.00
Less Retainage (10%) \$ 1,085.90
TOTAL AMOUNT EARNED TO DATE \$ 9,773.10
Less Previous Payments \$ 0
AMOUNT DUE THIS PAYMENT \$ 9,773.10
Less 1% Tax \$ 97.73
TOTAL DUE CONTRACTOR \$ 9,675.37

I certify that this claim is correct and just in all respects and that payment or credit has not been received.

SWAN & SONS CONSTRUCTION, INC.

Contractor

By John Swan

Date December 27, 1990

RECOMMENDED BY:

Project Manager

By John Hoerth

Date 12/20/90

APPROVED BY:

DSL-AMRB

Owner

By Kenny Marshall

Date 1/2/91

910029-01

Rev. 10/90

ITEMIZATION OF QUANTITIES AND COSTS

Item No.	Description	Contract Quantity	Contract Unit Price	Previous Quantity Requested	Current Quantity Completed	Total Quantity Completed to Date	Total Contract Amount Completed to Date	Amount Due this Payment
1	Mobilization bonding & insurance	1s	2000.00	0			\$2000.00	\$2000.00
2	Provide and Place Coversoil	20 cy	22.00	0	20 cy	20 cy	440	440.00
3	Broadcast Seed	1s	480.00	0			480	480.00
4	Hydromulch application	1s	2000.00	0			2000.00	2000.00
5	Provide compost	1s	5439.00	0			5439.00	5439.00
6	Freight	1s	500.00	0			500.00	500.00
Total							10,859	10,859
less 10% retainage								-1,085.90
amount earned to date								9773.10
less 1% tax								-97.73
Total amount due this payment								\$9,675.37
Materials on Site (Attach Schedule)		--	--	\$	\$	→	\$	\$
TOTAL							\$	\$

CHANGE ORDER

ORDER NO: 2 (final rectification of quantities)

PROJECT TITLE: West Gagnon Maintenance Project - DSL-AMRB 90-M05

MONT AVE or DSL-AMRB: DSL-AMRB 90-M05

CONTRACT DATE: November 13, 1990

OWNER: Montana Department of State Lands, Abandoned Mine Reclamation Bureau

CONTRACTOR: Swan and Sons Construction, INC

Change Orders must be accompanied by an itemized cost breakdown. You are hereby requested to comply with the following changes from the Contract Documents. (Show separate costs for materials, labor, equipment, and miscellaneous. Show percent where applicable.)

ITEM NO.	DESCRIPTION OF CHANGES - ESTIMATED QUANTITIES & UNITS	COST OF CHANGES					TOTAL COST
		MATLS.	LABOR	EQUIP.	MISC.	TOTAL UNIT COST	
1	Provide and Place Reclamation Sod (deduct) 16,000 Square Feet					.30/SF	(4,800.00)
2	Provide Irrigation, 10,000 gal. (deduct)					lump	(1,200.00)
TOTAL COST - MATERIALS, LABOR, EQUIPMENT & MISC.							-(\$6,000.00)
OVERHEAD & PROFIT @ _____ %							
GRAND TOTAL - THIS CHANGE ORDER							-(\$6,000.00)

Original Contract Price	\$12,920.00
Current Contract Price Adjusted by Previous Change Order	+\$ 3,939.00
Cost this Change Order (+ or -)	-(\$6,000.00)
New Contract Price including this Change Order	\$10,859.00

The completion date as set forth in the Contract Documents shall be (unchanged, increased, decreased) by 0 calendar days.

The date for completion of all work will be 24 N/A 80.

Description and Justification for Change: SEE BELOW

1.

Contractor defaulted on contract. Items deleted by change order #2 were not completed by the contractor prior to the default. Bond holder has paid bills associated with materialmen and subcontractors. Now that these bills have been paid contract can officially be closed out. A evaluation of the site has revealed that it is no longer appropriate to plant and irrigate reclamation sod in order to insure vegetation establishment on the site.

SURETY CONSENT

The Surety hereby consents to the aforementioned Contract Change Order and agrees that its bond or bonds shall apply and extend to the Contract as thereby modified or amended per this Change Order. The Principal and the Surety further agree that on or after execution of this consent, the penalty of the applicable Performance Bonds or Bonds is hereby increased by \$_____ (100% of the Change Order amount) and the penalty of the applicable Labor and Material Bond or Bonds is hereby increased by \$_____ (100% of the Change Order amount).

COUNTERSIGNED BY MONTANA
RESIDENT AGENT

SURETY

By: _____
Seal
Recommended by: John Kouth - Program Supervisor 5/22/92
Engineer Date
Accepted by: _____
Contractor Date
Approved by: _____
Owner Date

DEPARTMENT OF STATE LANDS

STAN STEPHENS, GOVERNOR

CAPITOL STATION

STATE OF MONTANA

(406) 444-2074

1625 ELEVENTH AVENUE
HELENA, MONTANA 59620

CERTIFIED MAIL NO. P 676 686 209
Return Receipt Requested

May 20, 1992

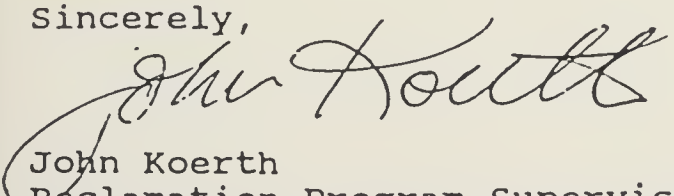
Jim Swan
Swan and Sons
Route 1, Box 111
Anaconda, MT 59711

RE: West Gagnon Maintenance Project. DSL-AMRB 90-M05

Dear Mr. Swan:

Pursuant to the provisions of the Montana Procurement Act, 18-4-301, MCA et seq., and 2-5-502, ARM, The Montana Department of State Lands, Abandoned Mine Reclamation Bureau will, on June 5, 1992, deliver the balance of performance security moneys held on this contract in the amount of \$1,085.90, to MCA Insurance Company, 484 Central Ave, Newark, NJ 07107. This money is deemed due and owing to said company to satisfy payments made by them to Organic Supply, Inc, \$4,708.79 and Treasure State Seed, \$87.30. The foregoing were laborers, suppliers, materialmen, mechanics, or subcontractors to the contractor, Swan and Sons Construction, Inc. All Objections will hereafter be considered waived.

Sincerely,


John Koerth
Reclamation Program Supervisor
Abandoned Mine Reclamation Bureau
Reclamation Division

/ra

Enclosure

Appendix C

Photographs and Slide Documentation

